

**THE RETIREMENT SYSTEMS  
OF ALABAMA**

**INVITATION TO BID**

**For:  
INSPECTION OF FIRE EXTINGUISHERS  
AND FIRE SUPPRESSION SYSTEMS**

**Agency Contact:**

**Edward Davis (334) 517-7130**

**Invitation to Bid No.:**

**14-009**

**Mandatory Pre-bid Conference:**

**DATE: February 25, 2014 TIME: 10:00 AM**

**Bids Must be Received Before:**

**DATE: March 10, 2014 TIME: 5:00 PM**

**Bids Will be Publicly Opened**

**DATE: March 11, 2014 TIME: 10:00 AM**

**TO BE COMPLETED BY VENDOR**

INFORMATION IN THIS SECTION SHOULD BE PROVIDED AS APPROPRIATE. BID RESPONSE MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

- 1) DELIVERY: CAN BE MADE \_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER.
- 2) TERMS: \_\_\_\_\_ (DISCOUNTS WILL BE CONSIDERED IN THE BID EVALUATION AND WILL BE TAKEN WITHOUT REGARD TO DATE OF PAYMENT).
- 3) PRICES VALID FOR ACCEPTANCE WITHIN \_\_\_\_\_ DAYS.
- 4) VENDOR'S QUOTATION REFERENCE NUMBER, IF ANY: \_\_\_\_\_ (THIS NUMBER WILL APPEAR ON PURCHASE ORDER)
- 5) FEDERAL EMPLOYER ID. NO. (IF NO FEIN, ENTER SSN) : \_\_\_\_\_
- 6) E-MAIL ADDRESS: \_\_\_\_\_ WEBSITE: \_\_\_\_\_

**RETURN INVITATION TO BID:**

**REGULAR MAIL**

RETIREMENT SYSTEMS OF ALABAMA  
P.O. BOX 302150  
MONTGOMERY, ALABAMA 36130-2150

**COURIER**

RETIREMENT SYSTEMS OF ALABAMA  
201 S. UNION STREET, SUITE 574  
MONTGOMERY, ALABAMA 36104-4369

**SIGNATURE AND NOTARIZATION REQUIRED**

I have read the entire bid and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

**Sworn to and subscribed  
before me this**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE (INK)

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
TYPE / PRINT AUTHORIZED NAME

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TERM EXPIRATION

\_\_\_\_\_  
PHONE INCLUDING AREA CODE

\_\_\_\_\_  
FAX NUMBER

## **BID RESPONSE INSTRUCTIONS**

- **READ ALL TERMS, CONDITIONS AND SPECIFICATIONS**
- Label your bid response envelope with the **BID NUMBER** and **OPENING DATE**. Bids not identified may be rejected.
- Submit your bid on time. **ALL LATE BIDS WILL BE REJECTED.** The Retirement Systems of Alabama assumes no responsibility for bid responses that are late due to the U.S. Postal Service, private courier service, or any other reason.
- **Bid responses must be signed and notarized.** Signatures must be original, hand-written.
- **Bid pricing must be submitted on the attached Price Sheet without modification and must include all requested information.**
- Any errors or corrections to a bid response must be initialed.
- **Delivery date may be considered a factor in determining an award.**
- Any questions or clarifications concerning this bid should be directed to Edward Davis at (334) 517-7130. Bidders should only consider written information provided by RSA Office Services when completing this bid.
- **STATE LAWS:** All bidders are responsible for compliance with all laws and Executive Orders and opinions of the Attorney General of Alabama before doing business with a State Agency.
- The Retirement Systems of Alabama is exempt from paying Federal Excise Tax, state and local sales tax.

## **Retirement Systems of Alabama**

**ITB 14-009**

### **INSPECTION OF FIRE EXTINGUISHERS AND FIRE SUPPRESSION SYSTEMS**

#### **PURPOSE**

The purpose of this invitation to bid is to select a qualified vendor to perform annual inspections of portable fire extinguishers and semi-annual inspections of range hood fire suppression systems located in various Retirement Systems of Alabama facilities.

#### **QUALIFIED BIDDERS**

In order to be considered qualified, bidders must follow bid submission instructions and meet all bid specifications, terms and conditions, including the following:

- **Contractor must have an office within a 100-mile radius of Montgomery, Alabama.**
- **Contractor must be qualified to perform ALL work in accordance with applicable National Fire Protection Association (NFPA) and local fire code guidelines.**

The following documentation must be submitted with your bid package:

- **Proof of NFPA certification/qualifications**
- **Completed Vendor Disclosure Statement**
- **Completed Vendor Tax Certification**
- **Completed E-Verify Certificate of Compliance**

#### **BASIS OF AWARD**

The bid shall be awarded all or none to the lowest priced bidder meeting all specifications, terms and conditions. Vendor references, qualifications, and past performance data may be considered in determining the award. Vendor may be asked to submit these documents prior to the award. RSA reserves the right to reject any or all bids.

Awarded bidder will be required to execute the "Agreement for Inspection of Fire Extinguishers and Fire Suppression Systems" without modification.

#### **MANDATORY PRE-BID CONFERENCE AND SITE INSPECTION:**

A mandatory pre-bid conference will be held on **February 25, 2014 at 10:00 A.M.** in Room 517 of the RSA Headquarters Building located at 201 South Union Street. **ALL BIDDERS MUST ATTEND. Immediately following the pre-bid conference, bidders will visit each Montgomery facility and have the attached Facility Inspection Sheet signed by the RSA Building Managers. Allow a minimum of 2-3 hours for the site inspections. Site**

**Inspections at the Prattville and Mobile locations must be scheduled by the bidder by contacting the building manager at each location. Failure to complete the site inspection will result in rejection of your bid.** Any bid received from a bidder that did not attend the pre-bid conference and site inspection will be rejected.

## **BID OPENING**

Bids must be received no later than **5:00 PM, March 10, 2014**. Bids will be publicly opened on **March 11, 2014 at 10:00 A.M.** The opening will be held at the RSA Headquarters Building, Room 517.

## **BID PRICING**

Bidders must include in their bid response all costs associated with providing the specified services. No additional charges beyond those specifically delineated herein shall be allowed. Prices must remain firm for the duration of the contract.

## **E-VERIFY REQUIREMENTS**

In accordance with Act 2012-491, as a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or a state-funded entity to a business entity or employer that employs one or more employees within the State of Alabama, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify Program.

The successful bidder will be required to submit a copy of their entire E-Verify Memorandum of Understanding (MOU) issued by the U.S. Department of Homeland Security.

## **INSURANCE**

The awarded bidder must submit to the Retirement Systems of Alabama, a Certificate(s) of Insurance of the type and with coverage amounts as specified in the "Agreement", within ten (10) calendar days from the notice of award.

## **SCOPE OF WORK**

The contractor will be responsible for the performance of the following:

- Perform portable fire extinguisher inspections in accordance with NFPA Code 10 and local jurisdiction codes.
- Perform range hood system inspections in accordance with NFPA Code 17A.
- Provide inventory control status report annually on all portable fire extinguishers.
- Insure that all portable fire extinguishers are properly labeled with hazardous material communication labels per NFPA Code 10 and OSHA HCS regulations.
- Provide Material Safety Data Sheets on all chemicals used in portable fire extinguishers and fire suppression systems.

- Provide detailed inspection report for each inspection of range hood suppression system.
- **Schedule work with building manager seven (7) days in advance.** Please reference “List of Equipment by Facility” with dates for service requirements. **Please note that equipment in kitchen areas can only be serviced while the restaurant is closed.**

## **RESPONSE TIME**

Contractor must respond on-site to emergency calls within three (3) hours of notification and within 24 hours of notification for non-emergency calls.

## **ASSUMPTIONS**

For the purpose of determining the lowest price bidder, the following assumption will be used:

- All portable fire extinguishers will require inspection once annually. The Retirement Systems of Alabama reserves the right to increase or decrease the quantity of fire extinguishers requiring annual inspection as it deems necessary.

**LIST OF EQUIPMENT BY FACILITY**

	<u>Scheduled Service</u>
<b>Headquarters Building</b>	
(131) each 10 lb. ABC type fire extinguisher	January
<b>Baumhower's Restaurant @ HQ Building</b>	
(3) Each ANSUL R-102 Automatic Kitchen Fire Suppression System	August & February
<b>Criminal Justice Center</b>	
(86) Each 10 lb. ABC type fire extinguisher	August
(1) Each 20 lb. ABC type fire extinguisher	August
<b>Plaza Building</b>	
(2) Each kitchen hood Fire Suppression System	
1-Ansul Model R102 Wet. Cyl Size 3 Gal. 1 <sup>st</sup> fl Grill Area	May and November
1-Ansul Model R102 Wet. Cyl Size 3 Gal. 1 <sup>st</sup> fl Main Kitchen Area	May and November
(2) Each 5.5 lb. K type fire extinguisher	November
(38) Each 5 lb. ABC type fire extinguisher	November
<b>Plaza Deck</b>	
(29) Each 10 lb. ABC type fire extinguisher	November
<b>AL Center for Postsecondary Education</b>	
(26) Each 10 lb. ABC type fire extinguisher	November
<b>Tower Building</b>	
(187) Each 10 lb. ABC type fire extinguisher	January
(1) Each 40 lb. K class fire extinguisher (wet)	January
(2) Each kitchen hood Fire Suppression System	
* Rainmaker Model SR-170 (water mist type)	May and November
Pyro Chem Model EU-MCU cycl. size, master PCL2.40, slave cycl. PCL3.50	May and November
*Inspections to be performed on Mondays between 2:30 P.M. and 5:00 P.M. unless scheduled otherwise by building manager.	
<b>Tower Deck</b>	
(45) Each 10 lb. ABC type fire extinguisher	July
<b>Alabama Activity Center</b>	
(12) Each, 10 lb. ABC type fire extinguisher	March
(1) Each, 40 lb. K class fire extinguisher (wet)	March

(1) Each, kitchen hood Fire Suppression System  
Ansul Model R102 Wet. Cyl Size 3 Gal. May and November

**Alabama Center for Commerce**

(2) Each kitchen hood Fire Suppression System  
Ansul Model R102 Wet. Cyl Size 3 Gal. 1<sup>st</sup> Main Kitchen May and November  
Ansul Model R102 Wet. Cyl Size 3 Gal. 1<sup>st</sup> Main Kitchen May and November  
(98) Each 5 lb. ABC type fire extinguisher November

**Alabama Center for Commerce Deck**

(28) Each 5 lb. ABC type fire extinguisher November

**Union Building**

(83) Each 10 lb. ABC type fire extinguishers April

**Union Deck**

(1) Each 10 lb. ABC type fire extinguisher April  
(1) Each 20 lb. ABC type fire extinguisher April

**Dexter Avenue Building**

(94) Each 10 lb. ABC type fire extinguisher October

**Dexter Parking Deck**

(2) Each 10 lb. ABC type fire extinguisher April  
(1) Each 20 lb. ABC type fire extinguisher April

**Helen Hunt Learning Center**

(1) Each kitchen hood Fire Suppression System  
Ansul Model R102 Wet. Cyl Size 3 Gal. May and November  
(7) Each 10 lb. ABC type fire extinguishers April  
(1) Each 10 lb. K class fire extinguisher (wet) April

**Robert Trent Jones Clubhouse-Prattville**

(24) Each 10 lb. ABC type fire extinguishers January  
(1) Each 10 lb. BCK type fire extinguisher January  
(1) Each kitchen hood Fire Suppression System  
Ansul Model R-103 Wet Cyl Size Two 3 Gal. Tanks May and November

**PRICE SHEET  
ITB 14-009  
INSPECTION OF FIRE EXTINGUISHERS  
AND FIRE SUPPRESSION SYSTEMS**

**Pricing shall be quoted on a per unit basis for extinguishers and a per inspection basis for each suppression system:**

Semi-annual inspection, Ansul Model range hood Suppression system (per inspection, per unit)	1 ea.	\$ _____
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Semi-annual inspection, Rainmaker Model range hood Suppression system (per inspection, per unit)	1 ea	\$ _____
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Semi-annual inspection, Pyro Chem Model range hood Suppression system (per inspection, per unit)	1 ea	\$ _____
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Annual inspection of portable fire extinguisher per NFPA Code 10 (per unit)	1 ea.	\$ _____
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Portable Fire Extinguisher:

6-year maintenance	5 lb.	1 ea	\$ _____
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	5.5 lb.	1 ea	\$ _____
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	10 lb.	1 ea	\$ _____
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	20 lb.	1 ea	\$ _____
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	40 lb.	1 ea	\$ _____
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12-year maintenance	5 lb.	1 ea	\$ _____
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	5.5 lb.	1 ea	\$ _____
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	10 lb.	1 ea	\$ _____
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	20 lb.	1 ea	\$ _____
--	--------	------	----------

	40 lb.	1 ea	\$ _____
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Purchase of portable fire extinguisher (per unit):

5 lb.	1 ea	\$ _____
5.5 lb.	1 ea	\$ _____
10 lb.	1 ea	\$ _____
20 lb.	1 ea	\$ _____
40 lb.	1 ea	\$ _____

**NOTE: The purchase price of portable fire extinguishers will not be considered a factor when determining low bid. RSA reserves the right to purchase new fire extinguishers and/or have current equipment re-charged, whichever is most beneficial to RSA.**

**Pricing must be provided for the 6-year maintenance and 12-year maintenance services in the event such services are required, and such pricing shall incorporate all costs associated with the removal, transportation, maintenance/testing, and re-installation of extinguishers. In circumstances where extinguishers must be removed from the premises for more than eight hours, a replacement must be furnished at no additional charge to RSA. Costs must include fuses and any other required replacement items.**

**FACILITY INSPECTION SHEET**  
**ITB 14-009**  
**Inspection of Fire Extinguishers and**  
**Fire Suppression Systems**

RSA Headquarters & Deck  
201 S. Union Street, Montgomery  
Willie Arrington 334.517.7668

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Plaza Building & Deck  
770 Washington Avenue, Montgomery  
Lee Criswell 334.517.7832

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Postsecondary Education Building  
135 S. Union Street, Montgomery  
Lee Criswell 334.517.7832

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Criminal Justice Center  
301 S. Ripley Street, Montgomery  
Billy Coleman 334.517.7811

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Union Building & Deck  
100 N. Union Street, Montgomery  
Bill McCoy 334.517.7841

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Helen Hunt Learning Center  
300 Monroe Street, Montgomery  
Bill McCoy 334.517.7841

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Dexter Avenue Building  
445 Dexter Avenue, Montgomery  
Brent Speer 334.517.7541

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Dexter Parking Deck  
Monroe Street, Montgomery  
Brent Speer 334.517.7541

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Tower Building & Deck,  
Chik-Fil-A, & Raycom Media  
201 Monroe Street, Montgomery  
Willie Wright 334.517.7831

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Alabama Activity Center  
201 Dexter Avenue, Montgomery  
Willie Wright 334.517.7831

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ACC Building & Deck  
400 Adams Avenue, Montgomery  
Steven Majors 334.517.7821

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Robert Trent Jones Clubhouse  
2600 Constitution Avenue, Prattville  
Mike Beverly 334.285.1114

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**RETIREMENT SYSTEMS OF ALABAMA**  
**Agreement for Inspection of Fire Extinguishers**  
**And Fire Suppression Systems**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between \_\_\_\_\_ (hereafter referred to as “Contractor”) and The Teachers’ Retirement System of Alabama and The Employees’ Retirement Systems of Alabama (hereafter referred to collectively as “The Retirement Systems of Alabama” or “RSA”) for semi-annual inspection of range hood fire suppression systems and annual inspection and recharging of portable fire extinguishers at Retirement Systems of Alabama facilities. Contractor agrees to perform the services at the rates specified in the attached price sheet.

**AGREEMENT PERIOD**

The initial term of this Agreement will be from **March 2014** through **March 2015**. Up to four additional (12) month agreement periods may be entered into under the same specifications, terms, and conditions if agreed upon in writing by both parties. In the event The Retirement Systems of Alabama elects to renew the Agreement for an additional twelve (12) month period, Contractor will be notified in writing at least sixty (60) calendar days prior to the commencement of the additional period involved, and Contractor shall accept or reject, in writing, said renewal period within fourteen (14) calendar days after receipt of said notice. **Contractor agrees that The Retirement Systems of Alabama shall not be under any obligation to extend this Agreement beyond the initial twelve (12) month term.**

**GENERAL CONDITIONS**

The contractor agrees to perform all services specified in **Invitation to Bid #14-009** and any and all addenda to Invitation to Bid **#14-009**, for the prices quoted by Contractor in the Price Sheet attached to this Agreement.

**CONTRACT DOCUMENTS**

All specifications, terms and conditions set forth in the Retirement Systems of Alabama **Invitation to Bid #14-009**, including its exhibits, schedules, forms, logs, and addenda attached thereto, are fully a part of this Agreement, and with this document constitute the entire Agreement.

**E-VERIFY**

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

## **CONTRACTOR STATUS**

It is understood that Contractor is an independent contractor and neither it nor its employees or agents shall be considered employees of the State of Alabama entitled to State of Alabama Merit System benefits.

## **APPLICABLE LAW**

The laws of the State of Alabama shall govern the interpretation and performance of this Agreement. Matters governing the terms and conditions of employment of the employees of the Contractor are entirely within the cognizance of Contractor. The Retirement Systems of Alabama shall have no right to control any of the actions of the employees of the Contractor, except as provided herein. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. Contractor warrants that it will comply with all applicable federal, state, and local laws, ordinances, orders, codes, and rulings governing equal employment opportunity, and further warrants that it will comply with such directives in all matters of employee health, safety and payment of wages and salaries. Contractor shall establish and maintain procedures and controls adequate to prevent its employment of any alien who is not legally eligible for such employment under the immigration laws of the Federal government.

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

## **FORCE MAJEURE**

Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party. Such acts shall include but not be limited to acts of God, riots, acts of war, acts of terrorism, governmental regulations superimposed after the act, earthquakes, or other causes beyond the reasonable control of such party. In the event of any occurrence, which a party considers may cause a delay or failure of performance, such party shall promptly notify the other party in writing. Upon receipt of such written notice, the recipient shall have the option to terminate the Agreement in accordance with the guidelines set

forth below in “**TERMINATION**”, or to continue the Agreement once the impediments to performance have been removed.

## **NONWAIVER**

During the term of this Agreement, any failure of the Retirement Systems of Alabama to discover or reject unacceptable work or work performed not in accordance with the specifications, terms and conditions of the Agreement, shall not be deemed an acceptance thereof, nor a waiver of the Retirement Systems of Alabama’s right to a proper execution of the Agreement or any part of it by Contractor.

## **SEVERABILITY**

In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the laws of the jurisdiction governing the entire Agreement, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such unenforceable provisions had never been contained herein.

## **SUCCESSORS AND ASSIGNS**

Contractor shall not assign the Agreement or any interest herein or any monies due or to become due hereunder in violation of the Code of Alabama, Section 41-16-29. The Retirement Systems of Alabama and any of its successors and assignees reserve the unconditional right to assign any or all of its rights, title, interest or obligations in and to this Agreement for any or all locations covered by this Agreement to any agencies or associated or affiliated governmental bodies. Upon the effective date of any such assignment, the assignor shall be released from all rights, titles, interests and obligations under that portion of the Agreement assigned and the assignee shall assume all such rights, titles, interests and obligations.

## **INSURANCE**

Contractor shall secure, pay for, and at all times during the performance of this Agreement, maintain, through companies or agencies acceptable to The Retirement Systems of Alabama, such public, contingent and employer’s liability insurance, containing provisions satisfactory to The Retirement Systems of Alabama as will protect the Contractor and The Retirement Systems from claims under worker’s compensation and other employee benefit acts, and from any and all claims for property damage or loss thereof which may arise in or result from the performance of the services under this Agreement, or by the failure or omission of the Contractor to comply with any of the provisions of this Agreement. Such insurance shall be an owner’s protective liability policy or shall consist of a policy, or policies naming The Retirement Systems of Alabama as additional insured and shall include comprehensive general liability and property damage including automobile, products-completed operations and blanket broad form contractual, with coverage adequate in amounts to be determined by the Contractor to be reasonably necessary to afford protection from such claims, but with minimum limits as to both bodily injury and property damage of not less than **\$1,000,000 (each occurrence)** general liability alone, or

together with an excess liability umbrella. No provision or provisions of this Agreement shall limit or restrict any liabilities assumed by the Contractor and stated in this Agreement. The Contractor shall, prior to commencing any services, submit to The Retirement Systems of Alabama, a Certificate(s) of Insurance indicating such insurance to be in force and effect, and shall maintain such policy or policies at all times during the term of this Agreement. No insurance required by this Contract shall be canceled without thirty (30) calendar days prior written notice to The Retirement Systems of Alabama.

### **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold The Retirement Systems of Alabama, its administrators, officers, employees, and agents harmless from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Services under this Agreement or lack thereof.

### **PERMITS, LICENSES, FEES AND REGULATIONS**

Contractor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the Services. All cost therefore shall be deemed to be included in the prices listed in the price sheet of **Invitation to Bid #14-009**. Contractor shall comply with all Federal, State, County, and Municipal laws, regulations, and codes pertaining to the performance of the service.

### **TERMINATION**

The Retirement Systems of Alabama shall have the right, at its sole option and discretion, to terminate this Agreement at any time absent any default on the part of the Contractor by giving written notice to the Contractor at least thirty (30) calendar days prior to the effective date of termination. The Retirement Systems of Alabama shall have the right to terminate this Agreement immediately by written notice to the Contractor if the Contractor fails to execute the Services promptly and to The Retirement Systems of Alabama's satisfaction, or fails to perform any obligation imposed by any provision of this Agreement. The Contractor at its sole option and discretion shall have the right to terminate this Agreement at any time by giving written notice to the Retirement Systems of Alabama at least sixty (60) calendar days prior to the effective date of termination.

### **DISCLOSURE OF INFORMATION**

Contractor agrees that it will not, during or after the term of this Agreement, disclose any proprietary information or confidential business information of the Retirement Systems of Alabama and/or the State of Alabama, including but not limited to its costs, charges, operating procedures, methods of doing business, or correspondence to any person, firm, corporation, association, or other entity or to the general public for any reason or purpose whatsoever, without the prior written consent of the Retirement Systems of Alabama. Such confidential or proprietary information received by the Contractor shall be used by it exclusively in connection with the performance of the Services.

Contractor shall not issue or release for publication any articles or advertising or publicity matter relating to the Services performed by the Contractor hereunder or mentioning or implying the name of the Retirement Systems of Alabama, its agencies or its departments or their respective personnel, without the prior written consent of the Retirement Systems of Alabama.

### **CONTRACTOR ACCESS**

RSA Building managers shall designate access routes, entrance doors or gates, parking and storage areas, etc., and any imposed time limitations. Contractor shall conduct its operations in strict observance of the access routes and other areas established as described above. Contractor's employees shall not use the public elevators in RSA facilities while performing the services. Contractor's employees shall only use the service elevator(s) in performance of the services. Contractor will be responsible for any damage or dirtying of public elevators if utilized by Contractor's employees in violation of this restriction.

### **PARKING**

No parking space shall be provided for employees of the Contractor while employees are performing the services.

### **INVOICES AND BILLING**

All billing is to be in arrears. Contractor shall generate a separate invoice for each facility and reference the appropriate RSA purchase order number designating the facility. Invoices should be mailed to:

ATTN: Heather Smith  
RSA Real Estate Accounting  
P. O. Box 302150  
Montgomery, AL 36130-2150

**RETIREMENT SYSTEMS OF ALABAMA**

**AGREEMENT FOR INSPECTION OF FIRE EXTINGUISHERS  
AND FIRE SUPPRESSION SYSTEMS**

**FOR THE RETIREMENT SYSTEMS OF ALABAMA**

**BY:** \_\_\_\_\_  
**David G. Bronner**

**TITLE:** **Chief Executive Officer**

**DATE:** \_\_\_\_\_

**REVIEWED BY:** \_\_\_\_\_  
**Legal Counsel**

**FOR CONTRACTOR:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

# State of Alabama

## Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM:

ADDRESS:

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD:

Retirement Systems of Alabama

ADDRESS:

201 S. Union Street, Montgomery, AL 36104

334-517-7130

CITY, STATE, ZIP

TELEPHONE NUMBER:

This form is provided with:

Contract  Proposal  Request for Proposal  Invitation to Bid  Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

Yes  No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

State Agency/Department	Type of Goods/Services	Amount Received

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

Yes  No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

State Agency/Department	Date Grant Awarded	Amount of Grant

**1.** List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

Name of Public Official/Employee	Address	State Department/Agency

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

Name of Family member	Address	Name of Public Official/ Public Employee	State Department/ Agency Where Employed

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

Name of Paid Consultant/Lobbyist	Address

***By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.***

Signature	Date
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Notary's Signature	Date	Date Notary Expires
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*Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.*

# **Retirement Systems of Alabama**

## **VENDOR TAX CERTIFICATION**

(Required by Act 2006-557)

Alabama law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

I hereby attest that \_\_\_\_\_ is appropriately registered to collect  
(company name)  
and remit sales, use and lease tax on all its sales and leases into the State of Alabama and is not  
barred from bidding for or entering into a contract under ACT 2006-557. I hereby acknowledge  
that the RSA may declare any contract awarded from this ITB void if this certification is false.

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Witness**

State of \_\_\_\_\_

County of \_\_\_\_\_

**CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)**

**DATE:** \_\_\_\_\_

**RE: Contract/Grant/Incentive (describe by number or subject):**

\_\_\_\_\_ **by and between**  
\_\_\_\_\_ **(Contractor/Grantee) and**  
\_\_\_\_\_ **(State Agency, Department or Public Entity)**

The undersigned hereby certifies to the State of Alabama as follows:

- 1. The undersigned holds the position of \_\_\_\_\_ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of the entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".

- 2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

**BUSINESS ENTITY.** Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

**EMPLOYER.** Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

\_\_\_(a)The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

\_\_\_(b)The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

- 3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
- 4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
Name of Contractor/Grantee/Recipient

By: \_\_\_\_\_

Its \_\_\_\_\_

The above Certification was signed in my presence by the person whose name appears above, on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness